

Lakeridge Estates

**DEDICATION DEED AND RESTRICTIVE COVENANTS
LOTS 1-68 (BOTH INCLUSIVE),
LAKE RIDGE ESTATES OF LUBBOCK,
AN ADDITION TO THE CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS**

LAKERIDGE ESTATES OF LUBBOCK LTD., hereinafter called the "Dedicator," the owner of that certain tract of land in Lubbock County, Texas described in the attached Exhibit "A," hereinafter referred to as the "legal description" adopts the Plat attached hereto as Exhibit "B," which will be filed of record in the Plat Records, Lubbock County, Texas as a plan for subdividing the same, said subdivision to be known as:

Lots 1 through 68, phase (1) and tract A-1, both inclusive, LakeRidge Estates of Lubbock, an addition to the City of Lubbock, Lubbock County, Texas.

Dedicator hereby plats said land into lots, streets and alleys as shown on Exhibit "B" attached hereto and dedicate to the use of the public the streets and alleys shown on the attached plat. Dedicator further dedicates and rededicates the easements as specified on attached plan under "Notes" and hereby provides that the provisions of such "Notes" shall be applicable to and run with the title to those lots on which such easements are located or to which they abut.

Dedicator reserves unto itself, its successors and assigns, a perpetual easement for utilities in, over, upon, and across said streets and alleys.

Dedicator does hereby declare that all of the aforesaid lots shown on said plat of LakeRidge Estates of Lubbock, are held and shall be conveyed subject to the reservations, restrictions, and covenants hereinafter set forth.

SECTION I. DEFINITIONS

The terms defined in this section shall, for all purposes of the hereinafter provisions of this instrument have the meanings herein specified, unless the context otherwise requires.

- a. "Plat" shall mean the plat attached hereto as Exhibit "B."
- b. "Plot" shall mean an entire numbered lot as shown on the plat or a combination of one or more of said lots or pair of said lots which shall have been approved by the Dedicator as a building site but the Dedicator may refuse to approve a splitting or combination of said lots if more lots that the total of the numbered lots as shown on the plat would result therefrom.
- c. "Dedicator" shall mean the undersigned and its successors and assigns.

NOW, THEREFORE, the undersigned Dedicator does hereby impress and impose upon all of the aforesaid lots in said LakeRidge Estates of Lubbock, an Addition to the City of Lubbock in Lubbock County, Texas, the following Restrictive Covenants to run with the title to said lots and to govern the use of said lots to-wit:

- 1. The following word when used in this instrument shall have the following meanings:
 - (a) "Association" shall mean and refer to the LakeRidge Estates of Lubbock Homeowners' Association, its successors and assigns;
 - (b) "LakeRidge Estates-Phase I Subdivision" shall mean and refer to Lots 1 - 68, both inclusive, of LakeRidge Estates of Lubbock, an Addition to the City of Lubbock, Lubbock County, Texas, said name "LakeRidge Estates- Phase I Subdivision" being used herein as a means of ready reference to all of the aforesaid lots but not being adopted as an official name intended to be used in the conveyance of individual lots;

- (b) "Common Area" shall mean and refer to all buildings, structures, landscaping, and any other properties or facilities owned and maintained by the Association for the common benefit and enjoyment of the members of the Association;
 - (d) "Lot" shall mean and refer to any plot of land shown as a lot upon the plat of all of the above numbered lots;
 - (e) "Member" or "Members" shall mean and refer to all of those lot owners who are members of the Association;
 - (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or living unit upon the properties but shall not mean or refer to the mortgage of any such property unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure;
 - (g) "Notice" shall mean a written announcement. Any notice required to be sent to a member shall be deemed to have been properly sent when mailed to the first known address of the person or entity that appears as a member or owner on records of the Association at the time of mailing.
2. Each lot, but specifically excluding the common areas, shall be used and occupied for single family residential purposes only except as otherwise temporarily permitted below. The term "single family residential purposes" shall be held and construed to exclude hospitals, clinics, and commercial, business, and/or professional uses, whether from homes, residences, or otherwise, and all such excluded uses are hereby expressly prohibited.
 3. Excepting the common areas, no building shall be erected, altered, or placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories nor thirty-five (35) feet in height and a private garage for two or more cars.
 4. No trailer, camper, or boat shall be parked, stored, or maintained on any lot in such a way as to be visible from the fronting street.
 5. The tract of land A-1, as described in Exhibit "B" is hereby designated as a common area and is intended for use by the lot owners in LakeRidge Estates Subdivision. Subject to the other provisions of this paragraph, every lot owner shall have right and easement in and to the common area, and this easement shall be appurtenant to and shall pass with the title to every lot. The Dedicator may retain the legal title to the common area until the time it has completed improvements on it and until such time as, in the opinion of the Dedicator, the LakeRidge Estates of Lubbock Homeowners' Association is able to maintain the same, except that the Dedicator hereby covenants for itself, its successors and assigns, that it shall convey the common area to the Association free and clear of all liens and encumbrances, not later than January 1, 2018.
 6. The Dedicator has incorporated under the laws of the State of Texas, as a non-profit corporation, the LakeRidge Estates of Lubbock Homeowner' Association. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is in the LakeRidge Estates Subdivision shall be a member of the Association, except that any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member. The Association has two classes of membership, both of which are voting, to-wit:
 - (a) **Class A.** Class A members are the owners with the exception of the Dedicator of all lots in the LakeRidge Estates Subdivision, provided that no lot shall carry with it more than one membership. Class A members shall be entitled to one (1) vote for each lot in which they hold an interest required for

membership. When more than one person notifies such interest in any lot, all such persons shall be members, but that lot shall have only one (1) vote and the joint owners thereof shall exercise such vote as they, among themselves, may determine.

- (b) **Class B.** The Class B member shall be the Dedicator. The Class B member shall be entitled to five (5) votes for each lot which it owns, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs first:

- i. When the total votes outstanding in Class A memberships equal the total votes outstanding in the Class B membership, or
- ii. On the first of January, 2012

7. No building, fence wall, or other structure or Landscape Improvement shall be created, placed or altered on any lot in the LakeRidge Estates Subdivision nor shall any exterior addition or alteration be made until a set of building plans, specifications, and a plot plan showing the location, nature, height, shape and materials of such building, fence, wall or other structure or improvement, addition or alteration has been approved in writing as to the Conformity and harmony of its external design with existing structures in LakeRidge Estates Subdivision and as to its compliance with these restrictive covenants by an Architectural Control Committee composed of three (3) officers or appointed representatives of, the Association. The Architectural Control Committee shall consist of the President of the Association who shall be the Chairman of the committee, and two (2) other members of the Association who shall be chosen and designated by the Chairman. The names of these persons who shall constitute the Architectural Control Committee shall be kept in the records of the Association. In the event of the death or resignation of any member of the committee the remaining member or members of the committee shall have the full authority to pass upon the building plans, specifications and plot plan within thirty (30) days after such plans and specifications have been submitted to it, then such approval shall not be required and his covenant will be deemed to have been fulfilled. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that are not in keeping with the construction requirements or architectural designs or that might not be compatible with existing design or with the development of the LakeRidge Estates Subdivision, and any and all conditions or circumstances not covered herein shall be decided upon the Architectural Control Committee, and its decision shall be final. Neither the members of such committee nor its designated representative shall be entitled to any compensation for service performed pursuant to these provisions but shall be entitled to all expenses that may be reasonably incurred in the performance of their duties hereunder. An application for a building permit shall not be filed with City of Lubbock, Texas until the provisions of these restrictive covenants are satisfied.

Notwithstanding the foregoing provisions until all of the residences on all of the Lots in the LakeRidge Estates Subdivision have been constructed, the Dedicator shall perform all of the foregoing functions and exercise all of the powers of the Architectural Control Committee, and the Architectural Control Committee, shall only come into being at such time as all of the residences on the Lots in said LakeRidge Estates Subdivision have been constructed, or the plans have been approved.

8. **ZERO LOT LINE HOUSES-LOTS 48 THRU 63, INCLUSIVE.** None of the Lots herein referred to shall be used for any purpose other than the construction of a zero lot line house thereon for single family residential purposes only. A zero lot line house is defined as a residence allowed to have little or no side yard on one side, where the wall on that side has no doors, windows, or other openings except as defined in the Building Code of the City of Lubbock, Texas. Each such zero lot must comply with the following requirements:

- (a) The front yard must be a minimum of five (5) feet from the front property line;

- (b) The rear yard must be a minimum of five (5) feet in depth from the rear property line;
 - (c) The side yard of the side of the lot upon which a "five (5) foot access easement, and an 18" eave overhang easement" is shown on the Plat must be a minimum of ten (10) feet in depth from such side lot property line, the five (5) foot access easement being a portion of said ten (10) feet. The five (5) foot access easement shall be an access easement for the benefit of the adjoining property owner. No side yard shall be permitted or required on the side of the lot opposite the side on which the five (5) foot easement for the adjoining lot is shown on the plat, and on that side of the house no doors, windows, or other openings will be permitted except as herein stated.
 - (d) The minimum lot width will be no less than thirty-five (35) feet
 - (e) The minimum area of any lot will be no less than the area for such lot shown on the recorded plat thereof;
 - (f) The combined area of all structures constructed on a lot shall not exceed sixty-five percent (65%) of the lot area, and trellised and open porches shall not be counted in computing the square footage of the combined area.
 - (g) All side walls shall conform to the Building Code of the City of Lubbock, Texas, and where such walls shall be exposed, the same shall be of finished masonry materials, which materials shall be of the same masonry, color, design, and texture as the front of the structure unless the Architectural Control Committee otherwise permits;
 - (h) The roof overhang on the Zero Side of all Dwellings located on Lots 48 through 63 may not exceed 18 inches and must be guttered with downspouts at the East and West ends.
 - (i) No Zero Lot Line structure shall be placed on a lot unless the enclosed living area consists of a minimum of two thousand (2,000) square feet of heated floor area.
 - (j) In no event will the height of any fence, wall or hedge or combination thereof be greater than seven feet (7'). No fence, wall or hedge shall be placed on any Plot nearer to any front street than is permitted for the dwelling on said lot, and no fence, wall or hedge shall be placed on any portion of the other sites with a greater height than seven feet (7'). No wire or woven fence is permitted on any part of any Plot. Should a hedge, shrub, tree, flower or other planting be so placed, or afterward grow, so as to encroach upon adjoining property, such adjoining encroachment shall be removed upon request of the owner of the adjoining property.

Fences, wall and hedges are permitted along, but inside, the property lines adjoining side streets, but not closer to the front street than permitted above nor closer to the rear boundary line than permitted above.
 - (k) Composition asphalt shingles may be used as a roofing material. Composition shingles must have a minimum of thirty (30) year warranty and be of wood or earth tones only.
9. One-Family Dwellings None of lots - 1 thru 47 and lots 64 thru 68 shall be used for any purpose except for the erection and maintenance thereon of one (1) private dwelling house designed for the occupancy of a single family and reasonable and customary accessory structures not designed or used for living quarters except by domestic servants living on the premises. No Plot shall be used in whole or in part for any purpose inconsistent with a private dwelling house use.
- (u) All dwellings shall be constructed to front on the street on which the Plot fronts

unless any Plot in question fronts on two (2) streets, in which case the dwelling constructed on such Plot shall front, as the Dedicator may approve, on either of the two (2) streets or partially on both.

- (b) All dwellings and accessory structures shall be erected and maintained behind the building line shown on the Plot.
- (c) Dwellings constructed on all lots shall contain at least 2,400 square feet of heated and/or air conditioned living space exclusive of garages, porches, basements and outbuilding.
- 10. No noxious or offensive activity or nuisance shall be carried on upon any lot, or shall anything be done thereon which may become or be an annoyance to the neighborhood.
- 11. The raising and keeping of hogs, horses, poultry, fowl, or other livestock on any property in the LakeRidge Estates Subdivision is strictly prohibited. Each lot owner will be allowed to keep and maintain two (2) household pets, provided such household pets are kept within the area of the lot and do not create noise or odor which is offensive to adjoining lot owners.
- 12. A sales and/or construction office with a sign of not more than twenty (20) square feet, may be built and used on any lot or lots in the LakeRidge Estates Subdivision the Dedicator, its successors or assigns, until all lots in the LakeRidge Estates Subdivision are sold to individual homeowners.
- 13. No sign of any kind shall be displayed at public view, except that one sign of not more than six (6) square feet may be used by builders to advertise property for sale or rent during the construction and sales period and except for the sign permitted by paragraph 12.
- 14. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Waste shall not be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean sanitary condition.
- 15. No radio or television antenna shall extend more than five (5) feet above the highest point of the roof of any building, and no antenna shall ever be maintained on any lot not containing a building. No visible television dish, satellite receivers, or devices performing a like or similar function shall be permitted on any lot.
- 16. No residence, house, dwelling, or other building, or any part of any other building, shall ever be moved from outside of the LakeRidge Estates Subdivision onto any lot in the LakeRidge Estates Subdivision.
- 17. No building or other permanent structure shall be erected or maintained within areas designated on the plot as utility and/or open drainage easements but fences and plantings approved by the Dedicator may be maintained on plots within such areas upon the understanding that such uses shall always be subject to, and shall not interfere with, the prior rights created and granted by such easements.
- 18. No violation of any of these restrictions, covenants, or conditions shall affect or impair the rights of any mortgagee, trustee or lien holder under any mortgage or deed of trust or the rights of any assignee of any mortgagee, trustee or lien holder under any such mortgage or deed of trust.
- 19. The owner of each and every lot in the LakeRidge Estates Subdivision shall be assessed and subjected to an annual maintenance charge as hereafter more particularly provided it being the intent hereof that all lots and buildings plots in the LakeRidge Estates Subdivision shall be assessed and subjected to said maintenance charge. The owner of each lot, whether or not so stated in the deed conveying said lot to said owner, shall be deemed to covenant and agree to pay to the Association:
 - (a) Annual assessments or charges, and

(b) Special assessments or charges fixed as hereinafter provided

The amount of the annual maintenance charge assessment against each lot or building plot shall be determined by the Board of Directors of the Association. The full amount of the annual maintenance charge shall be paid in advance on the first day of January of each year, but as each lot or building plot is sold by the Dedicator during any calendar year, the purchaser shall pay in advance a pro rata portion of said annual maintenance charge for the balance of the calendar year in which the sale is consummated and on the first day of January next following such conveyance, such owner shall pay his, her or its full assessment for the ensuing calendar year. If the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same to collect said assessment and to foreclose the lien against the property hereinafter provided for, and there shall be added to the amount of such assessment the cost of filing and prosecuting the suit to collect said assessment, and, in the event a judgement is obtained, such judgement shall also include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court, together with all court costs incurred. Said annual maintenance charge shall be paid to the Association, or to such representative, organization, firm or corporation, as it may designate from time to time. The payment of said annual maintenance charge and special assessment shall be secured by a lien in the nature of a vendor's lien against the lots and building plots subjected to such charge in favor of the Association for the use and benefit of the Association, but such lien shall be subordinate, secondary and inferior and the same are hereby expressly subordinated and rendered secondary and inferior, to any and all vendor's liens against the lots and building plots subjected to such charge in favor of the Association for the use and benefit of the Association but such lien shall be subordinate, secondary and inferior and the same are hereby expressly subordinated and rendered secondary and inferior, to any and all vendor's liens against the lots and building plots subjected to such charge in favor of the Association for the use and benefit of the Association but such lien shall be subordinate, secondary and inferior and the same are hereby expressly subordinated and rendered secondary and inferior, to any and all vendor's liens, mortgages, deeds of trust, and all other liens which may be retained, given or created to secure the payment of any loan which is made to any purchaser by any lender for the purchase price or any part of the purchase price of any lot or building plot or for the construction of improvements thereon. The Association, or any representative, organization, firm, or corporation designated by it to collect the annual maintenance charge shall administer, control and expend all maintenance charges paid into the maintenance fund for the common use and benefit of the property owners in the subdivision. The maintenance fund shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the lot owners and for the purposes set out in the Articles of Incorporation of the Association and, without limiting the generality of the foregoing, in particular for the improvement and maintenance of the properties and services and facilities devoted to the common area, including, but not limited to, payment of expenses for the upkeep, maintenance and operation of the common area and any improvements upon it, for patrol service, payment of taxes and insurance upon the common area, repairs of any improvements upon it, for patrol service, payment of taxes and insurance upon the common area, repairs of any facilities and replacements or additions upon the common area, for care and maintenance of grass and shrubs, for the cutting of grass in vacant lots, for the maintenance of walls which it is the obligation of the Association to maintain, and for such other purposes as the Board of Directors of the Association shall determine in good faith. The good faith decisions and acts of the Association or other administrator of said maintenance fund in the administration and expenditure of such funds shall be binding and conclusive on all parties and interest, and the purposes above enumerated are intended to be permissive uses and not mandatory uses. The annual maintenance charges may be adjusted from year to year by the Association through its Board of Directors as in its sole judgement the needs of the properties in the LakeRidge Estates Subdivision may require.

In addition to the annual assessments the Association may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of any capital improvement upon the common area or for the making up of any deficit amount in the annual assessment.

fund, or to provide amounts necessary to maintain the yards of any lot owner who fails to maintain his yard in an acceptable standard in the sole discretion of the Board of Directors of the LakeRidge Estates of Lubbock Homeowner's Association, provided that any Such special assessment shall have the assent of two-thirds (2/3) of each class of members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The quorum of members required for action for this purpose shall be sixty percent (60%) of all votes of each class of membership. If levied, the special assessment shall be due and payable within thirty (30) days after the official action making such levy.

Notwithstanding any other provisions hereinabove contained, no annual maintenance charge assessment nor any assessment for the making up of any deficit amount in the annual assessment fund shall be made against any vacant lot owned by the Dedicator, but the Dedicator shall be required, at its own expense, to maintain said lots reasonably free and clear of weeds and debris.

20. These covenants and restrictions shall continue in force until September 1, 2020, and thereafter for successive ten (10) year periods, unless on or before September 1, 2019, the owners of the legal title to more than eighty percent (80%) of the lots shown on the plat shall release all or any of such lots from one or more of these covenants and restrictions by executing, acknowledging and filing for record an instrument to that effect.
21. These covenants and restrictions shall run with the land and shall be binding upon the Dedicator and all parties claiming by, through, and under the Dedicator, and all such parties shall be deemed to hold title subject to and to agree and covenant with the Dedicator and with each other to observe all these covenants and restrictions, provided, however, that no such party shall be personally liable for breaches hereof occurring at a time when such party is not the legal title holder of the land as to which such breaches occurred. In addition to any ordinary legal action for damages, the Dedicator and any owner of a plot shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach or to otherwise enforce the observance of these covenants and restrictions. No failure or delay in enforcing these covenants and restrictions shall be deemed to be a waiver of any violation thereof. The Dedicator shall not be personally liable for any decision or action or failure to act under or pursuant to these covenants and restrictions.
22. Notwithstanding any other provision hereof, Dedicator reserves the right (upon application and request of the owner of any plot) to waive, vary or amend (by appropriate letter to that effect addressed and delivered to such applicant owner by Dedicator) the application of any of these covenants and restrictions to such plot if, in the sole discretion of the Dedicator, such action is deemed necessary to relieve hardship or permit good architectural planning to be effected.

Dedicator also reserves the right:

- a. To re-divide and re-plot any of the property shown on the plat at any time if owned by the Dedicator; and
- b. To change the location of streets and easements prior to the time same be actually opened for public use or availed of, by the public or by public utilities. In no case, however, shall any such waiver, variance amendment or change,
 - 1) deprive any owner of a plot reasonable access to such plot,
 - 2) reduce the frontage or depth of any numbered plot shown on the plat to a frontage or depth which is less than that of the herein platted lots containing the least frontage and depth

23. a. No additional covenants and restrictions imposed by Dedicator in any contract of deed in respect to any plot shall modify or vary the general development plan as herein set out.
- b. The invalidation by any court of any reservation, covenant and restriction contained herein or in any contract or deed shall not impair the full force and effect of any other reservation, covenant or restriction.
- c. The provisions hereof are hereby made a part of each contract and deed in respect to any plot to the same effect as if fully set forth therein, and executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.
- d. Dedicator's interpretation of the meaning and application of the provisions hereof shall be final and binding on all interested parties at any time in question.
- e. Dedicator may at any time appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Dedicator.
- f. Dedicator may assign to any person or corporation any and all rights.

EXECUTED as of the 20th day of Dec, 2002

LakeRidge Estates of Lubbock, LTD

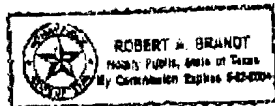
By: [Signature]
Larry Tenney - Duly Authorized
Agent and Attorney-in-Fact

THE STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned authority, on this day personally appeared Larry Tenney, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same of the purposes and consideration herein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of Dec, 2002.



[Signature]
NOTARY PUBLIC, State of Texas

Printed Name: _____